

Fiscal Sponsorship Agreement (“Agreement”)

THE FILM COLLABORATIVE INC., a California non-profit organization (“The Film Collaborative” or “TFC” or “Grantor”) and _____ (“Grantee”) lawfully represented with respect to the Project tentatively entitled “_____” (“Project”) with a primary business address of _____ (mailing address).

RECITALS AND CONDITIONS PRECEDENT:

WHEREAS:

- A. Grantee wishes to produce a motion picture, digital series or other media related Project as described in the submitted Proposal (as defined below);
- B. Grantee wishes to engage The Film Collaborative and TFC wishes to act as a fiscal sponsor of the Project. Grantee is responsible for the project and is the primary contact with TFC. Grantee may designate another individual to handle communications and administration with TFC. TFC will communicate with individuals on behalf of the project who have been designated a contact by Grantee in writing via email. Grantee shall notify TFC immediately of any change in Grantee’s key staff or key staff responsible for achieving the grant purposes;
- C. The Project’s scope, key elements, synopsis and budget proposal (collectively, “Proposal”) have been reviewed by The Film Collaborative, and the Project has been approved by TFC’s board of directors as being a worthwhile exercise in artistic and/or educational media making consistent with and in furtherance of TFC’s tax-exempt purposes under Section 501(c)(3) of the Internal Revenue Code;
- D. Grantee has agreed to materially adhere overall to the Proposal, produce the Project in a professional, competent, and diligent manner, under the terms and conditions set forth hereunder and to submit to The Film Collaborative any material changes to the Proposal, if any, for TFC’s approval, not to be unreasonably withheld, conditioned or delayed; and
- E. Grantee represents and warrants that Grantee has, without limitation, the right to enter into this Agreement. Grantee further warrants that Grantee is the sole and exclusive copyright and all other rights owner and proprietor of the Project and there are no actual or pending lawsuits or claims of any kind against the Project, the Grantee, or any other above-the-line persons associated with the project in connection with the Project.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Film Collaborative's obligations under this Agreement are subject to following (individually and collectively, the "**Conditions Precedent**"): (i) receipt by The Film Collaborative of the final execution copy of this Agreement executed by Grantee (ii) The Film Collaborative's receipt of any documents it may reasonably require to establish Grantee's eligibility to receive The Film Collaborative's services under this Agreement.

2. Restricted Fund / Variance Power: All gifts, grants, contributions, and other revenues received for the purposes of the Project will be restricted funds to be used for the sole benefit of the Project's mission as described in the Proposal. The parties agree that all money and the fair market value of all property in the restricted fund shall be reported as the income of The Film Collaborative, for both tax purposes and for purposes of TFC's financial statements. It is the intent of the parties that this Agreement be interpreted to provide TFC with variance powers necessary to enable TFC to treat the restricted fund as TFC's asset in accordance with Statement No. 136 issued by the Financial Accounting Standards Board while this Agreement is in effect.

3. Grantee agrees to adhere to the above recitals and conditions precedent in order for this Agreement to be effective. Grantee also agrees to be a member (at the Contributor level or above) in good standing of The Film Collaborative continuously during the course of this Sponsorship Agreement. Failure to remit membership dues in full and in a timely manner is cause for termination of this Agreement by TFC, at TFC's sole discretion. However, such termination shall not affect the reporting obligations of Grantee hereunder.

4. Grantee agrees to use commercially reasonable efforts to produce the Project set forth in the Proposal in a timely manner. In connection therewith, Grantee shall use commercially reasonable efforts to obtain tax-deductible charitable gifts, donations and grants to fund the Project.

5. The Film Collaborative agrees to remit to the Project 95% of all non-government grants and funds and 93% of government grant funds donated to TFC for the purpose of producing and/or distributing the Project, up to the total budgeted costs of production, or the total actual cost of production, whichever is less. The maximum percentage of the funds collected by TFC under this Agreement that may be retained by TFC is 5% of the total funds collected for regular donations and grants and 7% for government grants. In the event that a dispute arises as to ownership of the funds collected under this Agreement, Grantor will retain all funds it is due under this Agreement until the dispute is resolved. The Parties hereby acknowledge that there is an additional transaction fee for all online credit card donations and crowdfunding campaigns. Crowdfunding campaigns also incur an additional platform fee. The actual amount of the fees will be deducted from the funds received prior to disbursement to Grantee. Any interest earned on the restricted funds will be retained in TFC's general fund as unrestricted funds, and all such fees, charges, and interest received or retained by TFC shall be held as unrestricted assets.

6. Grantee shall use the funds allocated to the Project solely for the purpose of supporting the Project, in accordance with the budget in the Proposal approved by The Film Collaborative. Significant budget amendments shall be submitted to TFC for approval in the reports submitted to TFC pursuant to Paragraph 7 of this Agreement. TFC will make commercially reasonable efforts to respond to all requests for approval of budget amendments within 14 business days of submission of the request by Grantee. Approval of budget amendments by TFC will not be unreasonably withheld, conditioned or delayed. Grantee shall return to TFC any portion of the funds which are not used for the purposes stated in this Agreement.

7. Grantee agrees to provide a year-end status report which will include i) a Project update, ii) an accounting of funds received and spent in the previous fiscal year, and iii) other reasonably related information requested by The Film Collaborative. Grantee shall maintain records and accounts related to all funds received under this Agreement in a form acceptable to TFC. The

specific date on which a year-end status report is due will be included in the request for the year-end status report and will be at least 14 days after the date of the request. TFC will issue a 1099 to Grantee for the full amount disbursed to Grantee from funds raised. A year-end status report is required even if no activity has occurred on the Project in the period since the last report. The report shall include but not be limited to detailed progress reports on the production and distribution of the Project and the expenses and revenues in connection therewith on the forms provided by TFC or a similar format. Failure of Grantee to submit these reports by the required dates will be grounds for termination of this Agreement. Funds held for Project support may be withheld by TFC until receipt and approval of Grantee's report, not to be unreasonably withheld, conditioned or delayed. Grantee agrees to issue 1099s to each of Grantee's contractors, and to comply with all applicable federal and state employment tax and reporting requirements.

8. Grantee represents and warrants that all funding information concerning the Project has been disclosed to The Film Collaborative, and to make all such future funding information known to TFC at the time of receipt of any funding. Grantee shall submit documents used in soliciting tax-exempt funds for the Project to TFC prior to using them. Grantee may solicit gifts, contributions, and grants to TFC, designated for the purposes of the Project. The choice of funding sources to be approached and the text of fundraising materials may be subject to TFC's prior written approval.

9. All authority and responsibility related to the Project shall be vested in and exercised by Grantee, including the duty to comply with the terms of this Agreement and to cooperate with the terms of any agreement including donor-imposed restrictions on the charitable use of funds, between The Film Collaborative and any funding source, including the preparation of grant reports.

10. The Film Collaborative agrees that nothing in this Agreement gives TFC or any other third party a membership share, investor share or other ownership interest in the Project, and that the funds received under this Agreement are independent of those received by Grantee from other financing sources. TFC is not a class member of Grantee or the Project, and TFC's involvement in the Project has no effect on class members of the Project, nor does it have any effect on the operating agreement for the Project.

11. Grantee agrees that Grantee is responsible for all aspects of the production of the Project. The Film Collaborative has no creative or business control of any kind over the Project. Grantee shall be solely responsible for all aspects of the production and distribution of the Project including but not limited to: (i) preparing the script, (ii) employing all persons in connection with the Project, (iii) engaging all facilities, services and personnel for use in the Project, (iv) completing principal and secondary photography, (v) editing and all post-production of the Project (vi) obtaining rights in connection with all materials in the Project including but not limited to all music and any elements that are distributed, (vii) promoting, marketing, selling, licensing, distributing, advertising and otherwise exploiting the Project. Grantee shall produce the Project in accordance with the Project Budget appended as part of this Agreement.

12. Grantee shall not use The Film Collaborative's taxpayer identification number for any purpose other than facilitating contributions by funding sources to TFC for the support of the Project. TFC's stationary is for TFC use only; Grantee shall not use or reproduce TFC letterhead.

13. Grantee hereby agrees to comply with all applicable federal, state, and local laws and regulations applicable to the production and distribution of the Project including but not limited to any contractual or other enforceable or applicable obligations in connection with any of Grantee's donors, grantors, or other financial supporters.

ADDITIONAL GRANTEE REPRESENTATIONS & WARRANTIES:

14.1 TFC Indemnification: Grantee represents and warrants that the Project does not and will not violate any third party's personal rights including rights of privacy or rights of publicity, copyrights or trademarks. Grantee hereby agrees to indemnify, defend, and hold The Film Collaborative, its officers, board members, employees and agents harmless against any third-party claims or losses in connection with the Project and any conduct by Grantee whatsoever. Grantee specifically represents and warrants that the Project will not be used to support a candidate for public office or specific governmental legislation. This Paragraph will survive the termination or expiration of this Agreement.

14.2. Grantee Indemnification: TFC represents and warrants that it does and shall throughout the applicable term(s) hereof, have the full right and authority to enter into this Agreement and perform all of its purported duties and obligations hereunder with full legal right and authority under the relevant federal, state and local laws and statutes. Except to the extent that Grantee's indemnity above applies, TFC shall indemnify and hold Grantee, its licensees, successors and assigns (including without limitation any eventual owner(s) and distributor(s) of the Project) harmless from and against any third-party liability, actions, causes of action, claims, costs, damages and expenses (including, without limitation, outside attorneys' fees, disbursements and court costs regardless of whether litigation is commenced) (collectively "Claims") arising out of, or in connection with the breach by TFC or any of its principals, agents or employees of any of TFC's representations, warranties, covenants, agreements, or undertakings contained in this Agreement.

15. Legal Entity: Grantee agrees to provide TFC with its current United States tax identification number and will notify TFC if this number or official mailing address associated with that number changes at any time during the term of this Agreement. If Grantee does not have a US tax ID Grantee agrees to sign a supplemental Statement for Services Performed Outside of the US agreement. If Grantee is an organization, Grantee represents and warrants that its governing documents, a completed and filed IRS Form SS-4 and/or other documentation deemed satisfactory by The Film Collaborative to evidence Grantee's separate existence as a legal entity, are accurate and complete. If Grantee is an individual, (i) Grantee shall personally assume full legal, fiscal, and oversight responsibility for all responsibilities and obligations of Grantee under this Agreement in particular and the grantor-grantee relationship in general and (ii) Grantee shall complete and deliver to TFC an IRS Form W-9 before any disbursement of funds.

16. Copyright: The parties agree that, as to Grantee, the Project is not a "work for hire" as defined in the Copyright Act, and that upon completion of production, provided that Grantee has complied with the terms of this Agreement, the Project may be registered with the Copyright Office listing Grantee as the sole author thereof.

17. Gifts & Stocks: The Film Collaborative is not financially responsible for any matching gift program that does not meet 100% of the original donor's contribution, and confirmation of a matching gift is the responsibility of the Grantee. TFC is not responsible for market fluctuation from a stock donation. A stock donation will be sold within 3 business days of its confirmed receipt, unless a force majeure event (such as war, market collapse or closure, earthquake, cyber attack) delays such a sale. Grantee must timely inform TFC of any stock donations.

18. Copy of Finished Project: Grantee agrees to make a copy of the finished Project available to The Film Collaborative, for internal use only, at no cost to The Film Collaborative. Such copy shall only be for internal use only, and TFC shall not copy, distribute, or permit access to such copy or any portion thereof to or by third parties.

19. Credits: Whether or not Grantee reaches Grantee's financing goal with respect to The Film Collaborative's fiscal sponsorship of the Project, Grantee agrees to acknowledge TFC's assistance in the production in the Project's on screen and IMDB credits in the following manner: "Fiscal

Sponsorship Provided by The Film Collaborative". Grantee will also include TFC's static logo on screen in the credits where other such logos appear for Project funders. TFC's logo should appear on all printed material relating directly to Grantee's solicitation of tax-exempt funding for the Project during the sponsorship period. TFC has the right to strike its name and logo from any and all credits at TFC's sole discretion provided that TFC provides written notice (including via email to email address above) to Grantee prior to the locking (finalizing) of the credits in the postproduction process and with respect to IMDB, at any time. Grantee must provide proof of credit to TFC before locking credits. Grantee must provide TFC with the opportunity to review and approve its credit prior to locking credits. Failure to allow TFC to approve its credit or if credit is omitted or incorrect Grantee must correct or include it at their own expense.

20. Insurance: Grantee shall name The Film Collaborative as an additional insured on any insurance obtained in connection with the Project.

21. Termination Rights: Subject to additional requirements described in this Paragraph 21, this Agreement may be terminated (1) by Grantor when the objectives of the Project can no longer reasonably be accomplished or (2) by either party when either Grantee or Grantor desires to terminate Grantor's fiscal sponsorship of the Project for any reason including but not limited to uncured material breach. When either party desires to terminate this Agreement, it shall provide a written notice (email is valid) of termination to the other party and the termination will then be effective from the date of the written notice. The Film Collaborative may terminate this Agreement and its association with the Project in The Film Collaborative's sole discretion by written notice (including via email to email address above) to Grantee, for any of the following reasons: (i) if Grantee or anyone publicly identified with the Project is reasonably accused of or convicted of fraud, a felony, sexual harassment, sexual assault, or hate crimes or hate speech of any kind; (ii) TFC has reasonably determined that the objectives of the Project, as previously provided by the Grantee, can no longer reasonably be accomplished by Grantee or that the Project is no longer aligned with TFC's mission; or (iii) Grantee materially breaches this Agreement or any of its agreements or obligations with its grantors, funders, or other donors or financiers.

a. The Agreement may be terminated by TFC in the event of Grantee's breach of a material term under this Agreement (including but not limited to the timely delivery of Project reports) upon ten (10) days' written notice to Grantee of the breach, unless Grantee cures the breach within such period. In the event of such termination, Grantee shall be entitled to no disbursements for Project expenses incurred subsequent to Grantee's breach of this Agreement.

b. If this Agreement is terminated for any reason, and there are remaining restricted funds designated for support of the Project that are not disposed of The Film Collaborative may dispose of the Project assets in any manner consistent with applicable tax, charitable trust laws, and conditions of the respective donors / funders / grantors.

23. Dispute Resolution: This Agreement will be governed by, construed and enforced in accordance with and subject to the laws of the State of California applicable to contracts entered into and performed in California. Should the parties to this Agreement have a dispute they must first attempt to resolve the dispute amicably through private mediation if either party wishes, for a period of no less than 30 days. Then, if the dispute is not resolved after the 30 days, the parties may resolve such dispute in the applicable federal or state courts of the City of Los Angeles, California and each party hereby consents to the personal jurisdiction of any such court. In the event that the parties litigate a dispute in a court, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs (including with respect to retaining expert witnesses) in addition to any other relief granted by the court.

24. No Waiver: The failure of TFC to exercise any of its rights hereunder may not be deemed to be a waiver of such rights. Each provision of this Agreement will be separately enforceable, and the invalidity of one provision may not affect the validity or enforceability of any other provision.

25. Not A Joint Venture: This Agreement may not be deemed to create any relationship of agency, partnership, or a joint venture between Grantee and TFC or any officer or board member of TFC.

Agreed and Accepted:

Authorized Signatory for Grantee (1) (Project Owner)

_____	_____	_____	_____
Grantee Authorized Signatory signature	print name	title	Date

Authorized Signatory for Grantee (2) (Project Owner)

_____	_____	_____	_____
Grantee Authorized Signatory signature	print name	title	Date

THE FILM COLLABORATIVE INC.,
a California non-profit organization

_____	<u>Lynette Gryseels</u>	<u>Director, Fiscal Sponsorship</u>	_____
signature	print name	title	Date

_____	<u>Orly Ravid</u>	<u>Founder and Co-Executive Director</u>	_____
signature	print name	title	Date